

Except as stated in this provision, in no event shall either party be liable to the other party for any indirect, special or consequential damages arising out of any breach of its obligation under this Contract.

Y. Final Actual Involvement Report

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

<u>FIRM NAME</u>	<u>ADDRESS AND</u>	<u>TYPE GOODS/</u>	<u>ACTUAL</u>	<u>PLANNED</u>	<u>% OF TOTAL</u>
<u>PHONE NUMBER</u>		<u>SERVICES</u>	<u>DOLLARS</u>	<u>DOLLARS</u>	<u>CONTRACT</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Totals for Business Class			_____	_____	_____

Z. Confidentiality of Information

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the commonwealth's or any users' or other manufacturer, contractor or distributor whereby contractor or any contractor's personnel may gain access while engaged by the commonwealth or while on commonwealth's or user premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the commonwealth or user are strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in full force and effect and shall be binding upon the contractor, his agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of contractor following any termination. Contractor shall advise all contractor's agents, employees, successors, assigns and subcontractors which are engaged by the commonwealth of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, his agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

AA. Services Phase-Out Period

The Contractor recognizes that the Services provided hereunder are vital to the Commonwealth and must be continued without interruption. Therefore, the Contractor shall furnish phase-out Services after the expiration of any current term for a 60 day period to allow implementation to a new Contract by the Commonwealth. The phase-out Services shall be furnished on terms and conditions and at Rates and Charges that are the same as those in effect hereunder immediately prior to such termination. Should the Commonwealth require that phase-out Services be furnished after the sixty-day period as described above, then these phase-out Services shall be furnished on a month-to-month basis at prices to be determined by the Contractor but limited to no more than a 6% increase, and furnished on all other terms and conditions as are in effect hereunder immediately prior to this phase-out period.

BB. Registered Office Certification

A Contractor who is a corporation, domestic or foreign stock or nonstock corporation limited liability company or registered limited liability partnership authorized to transact business in the Commonwealth must certify that they shall continuously maintain a registered office in the Commonwealth which may be the same as any of its places of business and a registered agent, who shall be a resident of the Commonwealth and either an officer or director of the corporation or a member of the Virginia State Bar, and whose business office is identical with such registered office pursuant to Title 13 of the Code of Virginia. A Contractor who is a sole proprietorship or partnership must certify that it maintains an office in the Commonwealth and name an individual who is a resident of the Commonwealth to serve as its registered agent for purposes of service of process.

Contractor's Registered Agent:
Commonwealth Legal Services Corporation
4701 Cox Road, Suite 301
Glen Allen, VA 23060-6802

CC. Price Escalation/Descalation

The Commonwealth, in its sole option, may permit price adjustments, for requested changes in the Contractor's cost of services using the Consumer Price Index/W (CPI-W) Table 4, Services/"Other Services" category as a guide, as found on website <http://STATS.BLS.GOV/NEWS.RELEASE/CPI.T04.HTM>

Once the website is accessed, refer to the section titled; COMMODITY AND SERVICE GROUP, within this group, refer to the lines titled; SERVICES and OTHER SERVICES.

No price increase will be authorized during the initial term of the contract (3 years). Following the initial term and each twelve (12) months thereafter price increases may be authorized only where verified to the satisfaction of the Commonwealth. Price increases allowed shall not be retroactive.

Prior to the Commonwealth's option to renew the Contract, the Contractor is to give not less than thirty (30) days advance written notice of any proposed price increase to the Commonwealth. Any approved price changes will be effective only at the beginning of the renewal term. The Contractor shall document the proposed amount with the request for increase which will: 1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth; and 2) verify the amount of percentage of increase which is being passed on to or by the Contractor and why the percentage of increase is necessary to supply Telecommunication Relay services to the Commonwealth. The Contractor is further advised that decreases which affect the cost of services are required to be communicated and effective immediately to the Commonwealth.

- IX. ENTIRE AGREEMENT.** This Contract and all attachments thereto contain all the terms and conditions agreed upon by the Contractor and the Commonwealth. No oral agreements or representations shall be valid or binding upon VITA, Contract User, or the Contractor unless expressly contained herein or by a written modification to this Contract, which is not in conflict with the terms and conditions of this Contract.

Attachments of this Contract are as follows:

- Attachment A: Contract Definitions
- Attachment B: General Requirements
- Attachment C: System Standards
- Attachment D: Facility Design and Access
- Attachment E: Minimum Relay Staffing Requirements
- Attachment F: Service Demand and Capacity
- Attachment G: Billing Standards / Access -Long Distance, Toll Calls & Flat Rate Calling Plans
- Attachment H: Service Standards
- Attachment I: Complaint Resolution and Maximum Customer Satisfaction
- Attachment J: Quality Assurance
- Attachment K: Customer Confidentiality
- Attachment L: Operator Standards
- Attachment M: Operator Training
- Attachment N: Enhanced Relay Features
- Attachment O: Sample Reports

The effective date of this Contract shall be February 1, 2004.

IN WITNESS WHEREOF, the Contractor and the Commonwealth have caused this Contract to be executed, on the dates shown below their respective names.

AT&T Corporation

Karen Gould
Signature

Print name: Karen Gould

Title: Financial VP, AT&T Consumer Finance

Date: 2/09/04

Commonwealth of Virginia
Virginia Information Technologies Agency

Susan Woolley
Signature

Print name: SUSAN Woolley

Title: Director, Supply Chain Management

Date: 2-11-04

AT&T Corporation

Kevin Crull
Signature

Print name: Kevin Crull

Title: VP, AT&T Consumer Marketing

Date: 2/09/04

ATTACHMENT A
To
Contract VA-040201-AT&T

Contract Definitions

- A. 2-Line VCO**
The capability to allow a deaf or hard of hearing customer to speak directly to the standard phone user via the Relay and to be able to receive responses typed in text by the Relay operator. This capability is particularly effective for deaf and hard of hearing customers who are able to voice for themselves. For deaf and hard of hearing customers who are able to hear to some degree, this capability allows them to hear directly what is being said by the standard voice user while still receiving those responses in text. Two separate telephone lines are needed to use this feature. One of those two lines must have three-way calling service enabled by the local telephone company. It is this line that enables the deaf/hard of hearing customer, standard phone user, and Relay operator to be connected together (conferenced together). On this line, the Relay operator listens to the conversation only and types what the standard phone user voices. The typing that is performed by the Relay operator is done on the other telephone line that is connected to the text device being used by the deaf/HOH customer (e.g. TTY, computer). 2-Line VCO users must be able to initiate or receive a 2-Line VCO call.
- B. ANI**
Automatic Number Identification
- C. ASL**
American Sign Language - ASL is a visual language and does not have a written form. In addition, ASL is not to be voiced word for word in its source grammatical form. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss should never be voiced verbatim. Only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.
- D. ASL Fluency**
The ability to sign expressively and receptively in ASL in a fluent manner.
Ability to converse with an ASL user, without the use of an interpreter.
- E. ASL Gloss**
When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss.

- F. ASL Translation as Default**
All calls to Virginia Relay that are recognized as ASL calls by an operator trained to recognize ASL calls are to be translated/interpreted by a trained translator/interpreter or operator certified by Virginia Relay. Both users are to be informed that the ASL translator/interpreter is being summoned and shall have the right to refuse translation/interpretation any time during the call. Customer notes in their user preference profile can also indicate refusal.
- G. Average Speed of Answer (ASA)**
The time from when the inbound call reaches the Relay provider's switch until the time the call is delivered to an operator station. Abandoned calls are included in the calculation of ASA.
- H. Average Time of Operator Interaction**
The time from when the call reaches an operator station until the time the operator is on line and able to interact with, and accept dialing instructions from the inbound caller in the correct mode.
- I. Baud Rate**
A measure of transmission speed over an analog phone line.
- J. Baudot Code**
The code set used in TTY transmission.
- K. Blocked Call**
Any call that arrived at the Contractor's switch, but was not answered due to the customer receiving a busy signal or any call with a continuous ring and/or in queue (or any other form of holding a call that has reached the provider's network) for more than 90 seconds, while waiting for a Relay operator to be connected to the call and begin to interact with the calling party.
- L. Called Party**
The outbound leg of a Relay call. The person being called by the inbound leg or calling party.
- M. Calling Party**
The inbound leg of a Relay call. The person placing the outbound call to the called party.
- N. Call Setup**
The time period beginning when the call arrives at the Contractor's switch until an operator begins to relay the call.
- O. Call Wrap Up**
The time beginning when one party disconnects until the time both parties are disconnected.

P. Coin Sent Paid (CSP)

Coin Sent Paid (CSP) service is the ability to pay the charges of a call at a coin telephone and is not feasible for TRS users with current technology.

Q. Contract Administrator (VDDHH)

The Commonwealth's VDDHH Contract Administrator for this contract:

Clayton E. Bowen, Relay and Outreach Manager

Department for the Deaf and Hard of Hearing

1602 Rolling Hills Drive, Suite 203

Richmond, VA 23229-5012

(804) 662-9704 voice/text (804) 662-9718 fax

E-mail: bowence@ddhh.state.va.us

However, VDDHH may change the Contract Administrator at any time by written notice to the Contractor.

Contract Management of this Contract will be handled by:

Virginia Information Technologies Agency

Supply Chain Management

Network/Telecommunications Category Team

110 S. 7th Street, Suite L100

Richmond, VA 23219

(804) 371-5991 or (804) 371-5992

R. Contractor

Contractor is defined as the industry partner who becomes the successful Offeror and is awarded the Contract.

S. Conversation Minutes

Time when the operator is on the line with both the inbound and outbound callers and is ready to begin processing the call, until either the inbound or outbound caller disconnects the call.

T. CPU

Central Processing Unit

U. Department

The Virginia Department for the Deaf and Hard of Hearing

V. Emergency Situation

When an event such as flood, major snowstorm, etc, or major catastrophe such as extended power outage, etc., has rendered the Relay Center totally inoperable, or inaccessible to employees.

W. FCC

Federal Communications Commission

- X. FCC TRS Order**
Refers to, FCC 00-56, CC Docket 98-67 - Report and Order and Further Notice of Proposed Rule Making, Adopted: February 17, 2000, Released: March 6, 2000 Or subsequent FCC Notice.
- Y. Fluent**
Ability to write and speak easily, smoothly and expressively.
- Z. Functionally Equivalent Products, Features, and Services**
The functionality of accessing a product, feature or service via Relay will not require any additional steps preceding, during, or proceeding the use of the product or service than would be required on a direct call from the same number.
- AA. Functionally Equivalent TRS**
Performance in a TRS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS for effective telecommunications. Functionally equivalent communications must ensure efficient telephone calls that include equal: cost to consumers, call blockages no different than experienced by voice-to-voice non TRS callers, allowing choice of carriers for all types of long distance and toll calls, real-time communications in transmission and reception of text and speech, using advanced and efficient technology, as it becomes technically feasible.
- BB. Functionally Similar**
A process similar to, but not exactly the same as the original process that is being manipulated. In the case of a Functionally Similar product, the similarities and differences are to be described in detail.
- CC. Inbound call**
The call placed by the party initiating the call into the Relay Center. Also known as the calling party.
- DD. Internet Protocol Relay**
Text to voice Relay. Text is typed on a computer accessing the Internet to contact a Relay operator who then places an outbound landline call to the called party.
- EE. IXC**
Inter-exchange carrier
- FF. IVR**
Interactive Voice Response

- GG. ITU**
International Telecommunications Union is a worldwide telecommunications standards-setting body.
- HH. Key Personnel**
Management level positions at the Relay Center to include, but not limited to; Operations/Location Manager, Human Resources Manager and Trainer.
- II. LEC**
Local Exchange Carrier
- JJ. Local Time**
Time in the Eastern Time Zone as observed by the Commonwealth.
- KK. NPA/NXX**
The first six digits of a North American telephone number, the area code and exchange.
- LL. Offeror**
Defined for purpose of this Contract, is any officer, agent, employee or owner of any firm, corporation, company or partnership, limited liability company or sole proprietorship who submitted a proposal in response to RFP 2003-030.
- MM. Contractor's Contract Administrator**
Person in the Contractor's business with the authority and knowledge to resolve customer complaints that are not technical in nature.
- NN. Operations**
The Contractor's division or department that has responsibility for the technical operation and processing of calls at the Relay Center to include; but not limited to; operators and supervisors.
- OO. Outbound call**
The call placed from the Relay Center to the party being called by the inbound caller. Also known as the called party.
- PP. P.01**
The standard upon which blockage is measured. One call in one hundred can be blocked, so the system is designed to meet this criterion.
- QQ. PDA**
Personal Digital Assistant
- RR. POC**
Point of Contact

- SS. PSE**
Varieties of signing used by deaf and hearing people who combine certain elements of both ASL and English.
- TT. Procurement Engineer**
Refers to Teresa M. Hudgins, CPPB, VCO as identified herein, or any successor named by VITA.
- UU. PSAP**
Public Safety Answering Point
- VV. Regionally Directed Toll Free Number**
An outbound line that receives an inbound ANI and directs the call to a specific location.
- WW. Request for Proposals**
The entire contents of this solicitation document, which is entitled: Standard Telecommunications Relay Service (TRS), and any addenda thereto.
- XX. RID**
Registry of Interpreters for the Deaf
- YY. Session Minute**
The period that includes the time the operator is dedicated to the call until the time the operator is disconnected from both parties. This period shall include the set-up and wrap-up time of the call.
- ZZ. SS7**
Common Carrier Signaling System 7 – SS7 is capable of accommodating both high-speed digital networks and low-speed analog facilities. It operates at 64 kbps and can support variable message lengths up to 2,176 (272 octets) of information per page.
- AAA. STS (Speech-to-Speech)**
Speech-to-Speech provides an operator to voice clearly for customers with speech that is not easily understood over the phone.
- BBB. Standard Phone**
Telephonic device used in standard voice to voice calls that do not require additional equipment or accommodation.
- CCC. Supervisor**
Person designated by the Contractor to supervise operators or other personnel at the Relay Center.

DDD. Translation/Interpretation

Voice ASL gloss into spoken English or type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.

EEE. TRS

Telecommunications Relay Service

FFF. TTY

Refers to teletypewriter (TTY), Time Division Duplex (TDD), or any Text device used for telephone communication.

GGG. Verbatim Non-ASL Call

The relaying of a call that includes all information typed or spoken to the other party without eliminating, re-phrasing, or paraphrasing that information.

HHH. Verbatim ASL Call

The verbatim interpretation of a call involving the two languages, ASL and English done by a trained, qualified person. As stated above, only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.

III. VITA

Virginia Information Technologies Agency (formerly Virginia Department of Information Technology)

JJJ. VRAC

Virginia Relay Advisory Council is a VDDHH consumer-based council that provides feedback and recommendations on education and promotion of the relay service as well as offering suggestions for new technologies or service quality improvements.

KKK. Virginia Relay Call

An inbound call initiated by a Virginia resident, or outbound to a Virginia resident, by accessing any of the Virginia toll free or access numbers, regardless of the Relay Center that actually processes that call.

ATTACHMENT B
To
Contract VA-040201-AT&T

General Requirements

The Contractor will provide an unrestricted, 24 hours/day, 7 days/week Telecommunications Relay Service that enables the Commonwealth's approximately 600,000 communicatively disabled individuals to access the switched public telephone network for communications to and from all other persons in the Commonwealth, the nation, and the world. In addition to three-digit, 7-1-1 dialing, the existing Commonwealth owned, nationwide toll-free numbers shall be used. All current toll free numbers and any additional future toll free numbers will remain the property of the Commonwealth of Virginia. The Contractor will meet all minimum standards and regulations relating to TRS found in the FCC TRS Order. Where there is a difference between the standard of the FCC TRS Order and the standard of a requirement of this Contract, the stricter standard of the two shall prevail relative only to that portion of the standard that differs.

- 1) The Contractor will establish and operate the Telecommunications Relay Service in compliance with Contract specifications. The establishment of this service will include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of the Relay Center.
- 2) The Contractor is to ensure compliance with the primary purpose of the VaRelay Center, which is to provide a path for telephone communication between standard phone users and TTY users. The standard phone user communicates with the Relay operator by voice. The operator simultaneously Relays the conversation verbatim (including background information and voice tone descriptive words) to the TTY user by typing on a TTY/computer keyboard. The operator then reads the response from the TTY user, which appears on the screen of their TTY/computer, and voices it to the standard phone user.
- 3) The Contractor will process, on a daily basis, 100% of the Virginia Relay traffic in the Norton Center. Exceptions are Spanish language relay calls, Video Relay calls, enhanced VCO calls using voice recognition technology for captioning (CAPTEL), or other new types of calls if required in future contract modifications.
- 4) The Contractor will locate the Virginia Relay Center within the limits of the City of Norton and will employ no less than 105 full-time

Communications Assistants during the entire contract period as required by the 2003 Virginia Acts of Assembly, Chapter 1042, item 304 A. under authority of Title 63.1, Chapter 5.1, *Code of Virginia*. Management level positions are not included in this total.

- 5) The Contractor will provide the most cost effective access to the VaRelay Center for calls that originate or terminate in Virginia. All toll calls will be billed to a Virginia telephone number, a qualified calling/debit card, or the customer's carrier of choice if that carrier is available on the platform.
- 6) The Contractor will provide and assure adequate personnel and infrastructure to provide a functionally equivalent TRS as defined in Section AA of Attachment A, entitled "Contract Definitions".
- 7) The Contractor will develop announcements for all of the various explanations of service for each call type provided to Relay users. All call announcements and explanations of service will be approved by the VDDHH Contract Administrator.

The following list provides a partial but representative sample of the call announcements and explanation phrases.

- STANDARD RELAY CALL ANNOUCEMENT:
"This is Virginia Relay (VaRelay) Operator XXXX with a call for you."
- STANDARD RELAY CALL EXPLANATION:
"The caller is using VaRelay to contact you. I'll be voicing what they type and I'll be typing what you say and anything else I hear."

Additional explanation if required: "The person may have a hearing or speech loss."
- VOICE CARRY-OVER EXPLANATION:
"The caller is using VaRelay to contact you. You will hear their voice. I'll be typing to them what you say and anything else I hear."
- HEARING CARRY-OVER EXPLANATION:
"The caller is using VaRelay to contact you. The caller will hear your conversation but you will hear my voice as I speak their conversation."

- VCO TO TEXT (VTT) EXPLANATION:
“The caller is a VCO user however this call will appear as a normal relay call for you.”
- HEARING-TO-HEARING EXPLANATION:
“The person calling you is another HCO user, however this will appear as a normal HCO call for you.”
- SPEECH-TO-SPEECH (STS) EXPLANATION:
If STS caller has requested the operator to repeat all conversation:
“The caller has a speech disability, but will speak directly to you. I will repeat all of their conversation to you. The caller will hear your conversation. Please say, ‘go ahead’ when you are finished speaking. The caller will begin speaking now.”

If STS caller has requested operator to repeat only conversation not understood: “The caller has a speech disability, but will speak directly to you. You may request me to repeat any conversation you do not understand. Please say ‘go ahead’ when you are finished speaking. The caller will begin speaking now.”

- 8) The Contractor will ensure that the VaRelay Center has the capability to process the following call types in a manner that allows users of each call type to initiate or receive a call using their preferred call type mode. All dedicated lines for specific types are to be answered first in that call type while having the ability to switch to any other call type when needed by the inbound caller. All of the following call types will be reimbursed on a standard session minute basis:
- a. TTY to Standard Phone
 - b. Standard Phone to TTY
 - c. Voice Carryover (VCO) - The capability to allow a customer, who is unable to hear on the phone, but has voice capabilities, to speak directly to a standard phone user via the Relay. The operator will type the standard phone user conversation to the VCO user.
 - d. 2-Line VCO - The capability to allow a deaf or hard of hearing customer to speak directly to the standard phone user via the Relay and be able to receive responses typed in text by the Relay operator using two customer lines and a three-way calling feature.
 - e. 2-Line Hearing Carryover (HCO) - The capability to allow a speech-disabled customer to listen directly to a standard phone user via the Relay. The operator will voice the HCO users conversation as it is typed using two customer lines and a three-way calling feature.

- f. VCO to VCO - The capability to allow a VCO user to communicate with another VCO user via the Relay. The operator will type the spoken words of each VCO user.
- g. HCO to HCO - The capability to allow an HCO user to communicate with another HCO user via the Relay. The operator will voice the typed words of each HCO user.
- h. VCO to HCO - The capability to allow a VCO user to talk to an HCO user via the Relay. The HCO user will hear the VCO user's voice and the VCO user will see the HCO user's typed conversation.
- i. HCO to TTY - The capability to allow an HCO and TTY user to communicate via the Relay. The operator will voice the TTY user's conversation to the HCO user. The TTY user will see the HCO user's typed conversation.
- j. VCO to TTY - The capability to allow a VCO user and TTY user to communicate via Relay. The operator will type the VCO user's words to the TTY user and the TTY user will type to the VCO user.
- k. TTY to TTY with Voice Intercept - The capability to allow a TTY user to connect to another TTY user via the Relay if that connection requires a non-CA voice party to complete the call. Examples include but are not limited to; prepaid calling cards with voice prompts and hospital or hotel switchboards.
- l. Speech-to-Speech (STS)
 - i. The Contractor will enable an operator to voice clearly for customers with speech that is not easily understood over the phone, when these customers want to communicate without the use of a TTY. All of the guidelines in the FCC Report and Order and Further Notice of Proposed Rulemaking Adopted February 17, 2000, CC Docket No. 98-67, and the Second Report and Order, Order on Reconsideration, and Notice of Proposed Rulemaking, adopted June 17, 2003, CC Docket No. 98-67 and CG Docket No. 03-123 shall be followed or future FCC direction.
 - ii. The Contractor may provide STS features in excess of the above-cited FCC requirements with the approval of the VDDHH Contract Administrator.
 - iii. All Speech-to-Speech calls will be handled within the VaRelay Center except during periods of Service Recovery. STS will be available by dialing 7-1-1.
 - iv. STS users will be able to communicate with any and all Relay users to include but not be limited to, VCO, HCO, TTY, 2-Line VCO, or standard phone users.
 - v. The Contractor will provide within 30 days after of contract award, two (2) copies of additional training materials,

- manuals, and requirements provided to STS operators to the VDDHH Contract Administrator. All updates to these documents will be submitted to the VDDHH Contract Administrator at the time they are incorporated into the Contractor's operator/training materials.
- vi. The Contractor will test the hearing of operators to assure that they are competent to understand people with a variety of speech disabilities. Each STS operator must score 92% or higher in each ear using a 50 word, W-22 or NU6 speech recognition test. Each STS operator must measure hearing acuity of 20dB or less in each ear using a pure tone test. The audiologist will be a State licensed professional audiologist or be certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A.)
 - vii. The Contractor will ensure that STS users are able to choose, on a call-by-call basis, whether or not the other party will be allowed to hear the speech disabled person's voice.
- 9) The Contractor will provide Spanish to Spanish Relay Services. The Spanish Relay Services may be handled at a location other than the VaRelay Center. All relay operators who support Spanish Relay are required by the Contractor to successfully pass a Spanish proficiency assessment, as well as meeting all the minimum relay operator requirements. The relay operators then complete a specialized training program for Spanish relay call handling, which includes but is not limited to:
- Deafness and hearing loss in Hispanic community
 - Acceptable Spanish abbreviations
 - Spanish TTY etiquette
 - History of Spanish Relay service
- 10) Operator Services - The Contractor will provide standard operator services consistent with those provided to standard phone users, including directory assistance, via the Relay. Relay users will be connected to any directory assistance bureau requested. Local directory assistance calls will be billed by the LEC and long distance directory assistance calls will be billed by AT&T at the same rate as non-relay calls.
- 11) The Contractor will ensure that all Relay call types have the ability to communicate with each other via Relay.
- 12) The Contractor must ensure that when the customer calls on Non-7-1-1 access numbers into the VaRelay Center, he/she may ask for permanent call type identification such as a TTY, Voice, VCO, 2-Line VCO, HCO,

or ASCII. Upon request of permanent call type identification, a User Preference Database record will be created or updated for the user to ensure that their calls are automatically answered in that mode for phone systems compatible with this feature. Upon request, personnel at the VaRelay Center will offer to connect the caller to a customer service number where he/she may create or update his/her user preference database record. Callers who are not able to remain on the line for a connection to the customer service representative will be offered a "callback". When appropriate, customers may also be referred to the automated Relay Choice Profile available on the VaRelay website at <http://www.varelay.org>.

- 13) The Contractor will provide a "Relay Choice Profile" (RCP) permanent call type identification, which is tied to the caller's ANI and is password protected. RCP allows customers to identify a call preference that is automatically activated each time the customer places or received a relay call.

RCP customers can create or update their profile information either by phone, mail or online at <http://www.varelay.org> or www.att.com/relay. A completed RCP request will take 24 – 48 hours for activation in all AT&T relay centers, which ensures that the customer's preferences will be attended even in the event that the VaRelay Center has a service/disaster recovery and its traffic is routed to other centers. (User Preference Database is the property of the Department).

The Contractor will provide, as stated in the FCC TRS Order, I.C.3.82, "...that TRS customer profile data be transferred from an outgoing TRS vendor to the incoming TRS vendor. Such data must be transferred in usable form at least 60 days prior to the provider's last day of service, in order to ensure minimum disruptions to customer calls." The information shall be transferred in an ASCII delimited format or other State acceptable format.

- 14) Outreach and Advertising
 - a. The Contractor will submit \$210,000.00 for outreach and advertising to be spent on technical education and professional advertising/public relations activities to the current VDDHH Outreach and Marketing Contractor by March 1, 2004. The Contractor will submit \$40,000.00 to the VDDHH Contract Administrator. The Department, in cooperation with the Virginia Relay Advisory Council and the Contractor, will approve and directly administer this program.
 - b. The Contractor will ensure that the associated account manager(s) have sufficient equipment and all other resources including financial, necessary to participate in advertising and outreach as

directed by the VDDHH Contract Administrator. This is to include, but is not limited to, audio-visual equipment, interpreters, travel budget, etc. needed to accomplish this goal. This is exclusive of the amounts listed in the paragraph above and is to be over and above the standard allowances for the provider's company travel, budgets, etc.

- c. All outreach and marketing materials, both visual and verbal will refer to the Virginia Relay, not to the provider's company name.
- d. This expense is not a separate recoverable cost and is included in the contracted price.
- e. The Contractor will include information regarding customer access to alternative long-distance carriers, via Virginia Relay in the appropriate outreach materials.

15) ACCESS TO VIRGINIA RELAY (VaRelay) CENTER

- a. The Department designee(s) will be given any access codes, security badges, etc. necessary for unimpeded access to any and all parts of the VaRelay Center.
- b. The Contractor will make the VaRelay Center's meeting/conference room available for VDDHH Relay-related activities with cooperation and pre-approval of the Center Manager. VDDHH will provide a list of individuals scheduled to attend such activities at the time the approval is requested.

ATTACHMENT C
To
Contract VA-040201-AT&T

System Standards

1. The Contractor will have a call registration method to accurately determine and record the call type for all inbound calls.

Inbound call types may be identified by several methods:

- The customer may call in on a designated 800 number for the call type, eg. A designated number for deaf/blind or VCO users, in which case the call type is automatically identified by the relay platform.
- The caller may be identified by his/her Relay Choice Profile preference, in which case the call type is again automatically identified by the relay platform.
- The caller may self-identify to the Relay Operator, who will enter the call type into the system manually. In addition, the Relay Operator is always able to manually switch to any call type a customer requests, regardless of any automated identification.

In all cases above, a call detail record (CDR) will be generated by the Contractor that records the call type for all inbound calls.

2. Equipment, Software, Facilities, and Transmission Circuits
 - a. Performance Standards - The Contractor's transmission circuits for Standard Telecommunication Relay will meet or exceed FCC and Inter-exchange Carrier performance standards. The circuits will be able to carry/provide the optional services offered by the inbound callers ILEC/CLEC, (example: Caller ID) in a functionally equivalent manner. The Relay user will not be required to perform any additional steps or interaction to invoke the optional service if he/she has already paid for the optional service, offered by the local phone company, on the phone line being used to dial into the VaRelay Center. Any operator service offered must be technically equivalent and may not be simulated to mimic the local phone company optional service.
 - b. Startup Equipment and Software - The Contractor's transmission circuits will meet or exceed FCC Inter-exchange performance standards for circuit loss and noise. Telecommunications equipment, including station terminals, will be capable of receiving and transmitting in both Baudot and ASCII codes, with Baudot as

the primary setting. The Contractor will also provide methods of accessing, and being accessed by, computers up to at least 2400 Baud.

The VaRelay Center's network and facilities currently meet all the following measures and standards for transmission characteristics:

- American National Standards Institute/Electronic Industries Association (ANSI/EIA) PBX standard TIA/EIA – 464B
- American National Standards Institute/Network Performance Switched Exchange Access Network Transmission Specifications (ANSI T1.506-1997)
- ANSI T1.508-1998 Revision, redesignation and consolidation of ANSI T1.508-1992 and ANSI T1.508a-1993 << American National Standards for Telecommunications Loss Plan for Evolving Digital Networks Secretariat Alliance for Telecommunications Industry>>

- c. The Contractor's terminals, keyboards, and modems will be compatible with TTY devices in service and will receive (or access), and handle TTY calls at any Baud rate currently in use. These devices must also receive, access, and communicate with computers at any speed currently in use.
- d. The Contractor's technical support staff will consistently review and adjust outbound volume to provide that no portion of the message, either text or voice, results in distortion.

The Contractor will continue to work with VaRelay customers on a case by case basis to provide assistive devices as needed to deliver volume control that meets user needs.

- e. The Contractor will have modems that are auto-answer and auto-switchable at all speeds, which means the Contractor is able to change a TTY user's communications mode from ASCII or TurboCode™ to Baudot upon customer request automatically.
- f. The Contractor will provide equipment that incorporates the latest technology and support equivalency to all standard phone services. These services include Automatic Number Identification (ANI), true Caller ID, call forwarding, speed dialing, and other service enhancements which increase the functional equivalency of the Relay Service for all calls, both carried on the provider's network or sent out to inter-exchange carrier (IXC) networks.

Such provisions include access and application of Signaling System 7 (SS7) technology. SS7 enables transfer of calls in full compliance with 47CFR §64.1600 of the FCC's Rules for functional equivalence. The Contractor will comply with all requirements in the Second Report and Order, Order on Reconsideration, and Notice of Proposed Rule Making, adopted June 17, 2003, CC Docket No. 98-67 and CG Docket No. 03-123 or future FCC direction.

- g. The Contractor will provide the required recorded announcements as appropriate that are provided if a system failure occurs within the Relay switch or on outbound circuits in both voice and text. The Contractor will, at the direction of the VDDHH Contract Administrator, add temporary messages to inform users of delays in obtaining service due to events such as, inclement weather, switch malfunction, natural disaster, civil disturbances, or other events sufficient to impede the delivery of service to Virginia Relay users. Messages will be provided in both voice and text.
- h. Telecommunication Relay Service Technology Upgrades - Contractor validates that they have in-house technical and engineering teams, which are dedicated exclusively to research and development for relay services and has made substantial contributions to the relay industry over the years. As the Contractor's Research and Development team is working on a number of new features to enhance the performance and efficiency of both their state-of-the-art relay platform and Internet Relay service, the Contractor will keep the Commonwealth apprised of developments of new features.
- i. The Contractor will ensure that Relay users will be able to access regionally directed toll free numbers. For customers accessing the relay service via 711, the call will be handled through the in-state VaRelay Center located in Norton, which will reflect a Virginia ANI and automatically route the call to the correct service provider (i.e. AAA).

Customers who access VaRelay via its toll free numbers will still have their call routed to the appropriate provider since the platform allows the Relay Operator to route the call using the caller's ANI.

- j. The Contractor will ensure that regionally restricted toll free numbers will be accessible through their system. The Contractor's platform design enables the completion of restricted toll free number dialing without the need for rerouting to a remote center. There will be, however, instances in which a Virginia call will be

processed by a remote center, eg. Virginia Spanish Relay calls handled through their Baltimore, MD Relay Center. In this and similar cases, the remote Relay Operator will be able to connect the caller to a restricted toll free number as required.

- k. The Contractor ensures that in-bound international relay calls terminating in Virginia will be accepted and handled by the VaRelay (Norton) Center. International inbound calls to a Virginia number will be provided through a standard ten-digit number. The relay caller abroad will incur any charges assessed by the carrier in the region from which the customer is calling.

- l. Service Reliability

- i. The Contractor's Switching System has a duplicate common controller to ensure uninterruptible service and that no calls are dropped due to technical failures.

The system also has a fault detection system that monitors errors and prevents system crashes. The central processing unit, maintenance functions, system memory and common control power supplies are duplicated. This allows the Contractor to conduct preventative maintenance while the system is "live". The system also initiates a trouble call to an AT&T traffic and maintenance center equipped to resolve problems remotely. If the problem cannot be resolved remotely, a technician is immediately dispatched to the center, where a full inventory of spare and critical components is available. Additionally, the relay software has an Automatic Emergency Transfer feature; in the unlikely event that a workstation experiences a problem, this feature automatically transfers the relay call from the failing workstation to a fully functional station without interruption of the call.

- ii. Disaster Recovery Plan and Escalation -- The Contractor recognizes that planning is key to preparedness. The Contractor reviews their plan and escalation processes every six months to ensure that all potential interruptions of service are addressed. The plan includes employee protection and maintenance of external links of communication as well as internal operations.
 - iii. The Contractor's Plan for Specific Disasters includes the maintaining an in-house technical support team that is available 24 hours a day, 365 days a year. In addition the Contractor created, owns and supports their relay platform with no subcontracting or off the shelf software.

The Contractor's strategy to provide uninterrupted relay service for Virginia is to categorize and address all potential disasters according to one of three causes: network interruption, power interruption and call center isolation, as reviewed below.

a) Network Interruption

The Contractor's Network Disaster Recovery plan has three goals:

- to route noninvolved telecommunications traffic around an affected area.
- to give the affected area communications access to the rest of the world.
- to recover communications service to a normal condition as quickly as possible through restoration and repair.

b) Power Interruption

The Contractor, whenever possible, supplies the relay center with electrical power from two separate electric company sub-stations. In addition to redundant power sources, each center is equipped with an on-site generator capable of supplying all of the electrical needs for the center, including all emergency lighting and safety equipment, in the unlikely event that both power sources become inoperable. The generator is exercised regularly to ensure functionality and the fuel source will be measured monthly. There will be sufficient fuel stored on-site to provide in excess of 24 hours of continuous operation of the generator before refueling is necessary.

During those instances that electrical power is lost to the VaRelay Center, all of the critical equipment including the switch, back-office equipment, modems, operator positions, HVAC, lights and security equipment is automatically switched from commercial electrical power to UPS supplied power. The VaRelay Center is equipped with sufficient UPS units to provide electricity until the generator reaches full output capacity, generally less than one (1) minute.

c) Call Center Isolation

The Contractor has implemented the AT&T Resource Manager (ARM™), an Intelligent Call Routing System. ARM™ is a software-based processing application offering call-by-call routing to geographically distributed call centers. This system utilizes real-time call handling and relay operator status data in routing every call.

ARM™ has a 7-day, 24-hour support center that automatically detects a failure and takes the necessary steps to rectify the situation. In addition to the automatic call distribution designed into ARM™ to circumvent an isolated call center, AT&T has deployed a fully redundant ARM™ in a second location to ensure that if a disaster were to render the primary ARM™ inoperable the backup ARM™ would continue to manage the call flow and route VaRelay to any of the seven (7) inter-connected, geographically dispersed AT&T Relay centers without interruption.

- iv. The Contractor will notify the VDDHH Contract Administrator by telephone or pager within 15 minutes of any disaster or event that impedes, to any degree, access to the Virginia Relay or processing of Virginia Relay calls.
- v. The Contractor will, following mutually agreed to notice, conduct at least one unscheduled and complete evacuation of the Norton facility. At the time of the evacuation, all relay VaRelay personnel will leave the building. Every attempt will be made to transfer calls in progress to a Relay Operator at an alternate relay facility. Incoming calls will immediately be routed to an alternate relay facility. Every attempt will be made to give notification of evacuation and instruction to calls in queue to redial their call. The Commonwealth will at that time verify what happens to VaRelay traffic when the center is unattended.
- vi. The Contractor will provide a written report which explains how and when the aforementioned situations occurred, what was required to correct it, and the time and date when the Virginia Relay resumed full operation is to be provided to the VDDHH Contract Administrator. The report is to be given to the Contract Administrator within three (3) calendar days of resumption of operation.
- m. The Contractor's system will have automatic spell check and auto-correction.

- n. Relay operators will type all spoken words in full, unless the TTY user indicates a preference for a particular abbreviation in his/her own text messages.
 - o. Within 30 days after contract award, the Contractor will provide to the VDDHH Contract Administrator, a complete, detailed list of all macros used or planned to be used. For the duration of this contract, all modifications to this list will be given to the VDDHH Contract Administrator at least one week before implementation.
- 3) Coin Sent Paid - Telephone Industry Proposed Plan: On March 16, 2001, the FCC issued its Second Further Notice of Proposed Rule Making, FCC-01-89, concerning payphone requirements, which continues the suspension of coin sent paid but requires that TRS providers accept alternative billing arrangements (credit card, etc) from payphones. The Federal Communications Commission eliminated the coin sent-paid requirement and encourages specific outreach and education programs to inform TRS users of their options when placing calls from payphones in a Fifth Report and Order Adopted 09/27/2002.

The Contractor currently complies with all FCC requirements regarding the handling of coin sent paid relay calls, including acceptance of alternative billing arrangements. The efforts to inform relay users about their option include information printed in relay brochures and on the AT&T national relay website. The customer service team also responds to all inquiries from customers on this topic for customer awareness and clarity.

- a. The Contractor will not charge a caller for a local call from a pay telephone who dialed the regular VaRelay number. Once the VaRelay Center is reached, the caller will give the operator the number to call and the call will be completed at no cost to the caller.
- b. Calls to the VaRelay Center from pay phones for toll or long distance calls may be placed via calling/commercial credit/prepaid cards, collect and auto collect. The Contractor will also accept non-proprietary Virginia LEC calling cards for billings and other IXC calling cards for billing via the Carrier of Choice platform. The TRS caller will give the operator both the number to call and his/her calling card number or pre-paid card number, etc. The operator will verify the number and connect the call. The operator will ask for the dialing instructions, which are listed, on the prepaid card and will tell the user the amount of minutes/units left on the card. The call is then connected, and the Relay call begins.